



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPC, MNDC, MNSD, FF;   CNC, OLC, LRE, FF

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- an order of possession for cause, pursuant to section 55;
- a monetary order for compensation for damage or loss under the Act, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- authorization to retain the tenants' security deposit, pursuant to section 38; and
- authorization to recover the filing fee for her application, pursuant to section 72.

This hearing also dealt with the tenants' cross-application pursuant to the Act for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause, dated June 8, 2017 ("1 Month Notice"), pursuant to section 47;
- an order requiring the landlord to comply with the Act, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 62;
- an order to suspend or set conditions on the landlord's right to enter the rental unit, pursuant to section 70; and
- authorization to recover the filing fee for their application, pursuant to section 72.

The landlord and the two tenants ("tenant RB" and "tenant IR") attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

Pursuant to section 64(3)(c) of the Act, I amended both parties' applications to include the full surname of tenant IR. Tenant IR agreed to the amendment during the hearing.

### Preliminary Issue – Inappropriate Behaviour by the Landlord during the Hearing

Rule 6.10 of the RTB *Rules of Procedure* states the following:

6.10 Interruptions and inappropriate behaviour at the dispute resolution hearing

*Disrupting the hearing will not be permitted. The arbitrator may give directions to any person in attendance at a hearing who is rude or hostile or acts inappropriately. A person who does not comply with the arbitrator's direction may be excluded from the dispute resolution hearing and the arbitrator may proceed in the absence of that excluded party.*

This hearing began at 9:30 a.m. and ended at 10:09 a.m. Throughout the hearing, the landlord kept yelling, interrupting the tenants and me, and making rude, disparaging comments towards the tenants and me. I repeatedly warned the landlord to stop this behaviour but she continued. I notified her that my role as an Arbitrator was to control and conduct the conference.

While I was obtaining the tenants' contact information at the end of the hearing, in order for me to send them this decision, the landlord began interrupting and yelling at everyone. She said that she did not want to listen to anything anymore so I told her that she was free to leave the conference so that I could obtain the tenants' contact information. She then exited the conference at 10:03 a.m. I obtained the tenants' contact information and answered their questions regarding the hearing process and procedure and then closed the conference.

I caution the landlord not to engage in the same rude, hostile, inappropriate and disruptive behaviour at any future hearings at the Residential Tenancy Branch, as this behaviour will not be tolerated and she may be excluded from future hearings. In that event, a decision will be made in the absence of the landlord.

#### Preliminary Issues – Dismissal of both Applications

At the outset of the hearing, the tenants confirmed that they did not want to pursue their application because they had already moved out of the rental unit and they did not require reimbursement of the application filing fee. Accordingly, I notified the tenants at the hearing that their entire application was dismissed without leave to reapply.

At the outset of the hearing, the landlord confirmed that she did not require an order of possession because the tenants had vacated the rental unit on June 30, 2017. Accordingly, I notified the landlord that this portion of her application as well as recovery of the application filing fee, was dismissed without leave to reapply.

As the tenants were still residing in the rental unit at the time the landlord filed her application on June 19, 2017, her application for monetary orders was premature since

the tenancy had not yet ended. The landlord confirmed that she did some repair work after the tenants moved out and she had invoices and receipts in her possession but had not submitted any for this hearing. Accordingly, I notified the landlord that her application to retain the security deposit and for other monetary damages and losses, was dismissed with leave to reapply.

The landlord confirmed that she would file a future application for the above monetary claims and provide written evidence, and the tenants confirmed that they wished to deal with the landlord's monetary claim in the future so that they could respond to her evidence. I notified the landlord that she would be required to prove service of her future application on the tenants at the next hearing, since they had moved out of the rental unit, before proceeding with her monetary claim.

### Conclusion

The tenants' entire application is dismissed without leave to reapply.

The landlord's application for an order of possession and to recover the \$100.00 filing fee is dismissed without leave to reapply.

The landlord's application to retain the tenants' security deposit and for other damages and losses is dismissed with leave to reapply.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: August 18, 2017

---

Residential Tenancy Branch